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CUSTOMER NO: 7107213

CUSTOMER: William L. Thompson, Jr., Esq
Thompson & Adams
Suite 404
2301 Park Ave
Orange Park, FL 32073

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TALLAHASSEE, FLORIDA

DOMESTIC AMENDMENT FILING

NAME: OMAS INVESTMENT, L.L.C.

EFFECTIVE DATE:

XX RESTATED ARTICLES OF INCORPORATION

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CONTACT PERSON: Norma Hull -- EXT# 1115

EXAMINER'S INITIALS:

JP
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**AMENDED AND RESTATED
ARTICLES OF ORGANIZATION
OF
OMAS INVESTMENT L.L.C.**

1. The name of the limited liability company is "Omas Investment L.L.C."
2. The Articles of Organization of Omas Investment L.L.C., were filed on June 19, 2001, effective June 19, 2001.
3. The Articles of Organization of Omas Investment L.L.C., hereby are amended in their entirety to read:

The undersigned, for the purpose of forming a limited liability company under the Florida Limited Liability Company Act, Chapter 608, Florida Statutes, hereby make, acknowledge, and file the following Articles of Organization.

ARTICLE I

NAME

The name of the limited liability company shall be "Omas Investment L.L.C." (the "Company").

ARTICLE II

DURATION

The Company shall commence its existence on June 19, 2001. The Company's existence shall be until December 31, 2051, unless the Company is earlier dissolved as provided in this Articles of Organization.

ARTICLE III

PURPOSES AND POWERS

Notwithstanding any provision hereof to the contrary, the following shall govern: The nature of the business and of the purposes to be conducted and promoted by the Company, is to engage solely in the following activities:

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1. To own, hold, sell, assign, transfer, operate, lease, mortgage, pledge and otherwise deal with certain parcels of real property, together with improvements located thereon, having an address at 1620-1700 N.W. 46th Avenue, Lauderhill, Florida 33313 (the "Property").
2. To acquire a loan ("Loan") in the approximate sum of \$4,350,000.00 from MERRILL LYNCH MORTGAGE LENDING, INC., ("Lender") and execute all documents related thereto.
3. To exercise all powers enumerated in the Florida Limited Liability Company Act necessary or convenient to the conduct, promotion or attainment of the business or purposes otherwise set forth herein.

ARTICLE IV

PRINCIPAL OFFICE

The mailing and street address of the principal office of the Company is 13615 South Dixie Highway, #114-310, Miami, Florida 33176.

ARTICLE V

REGISTERED OFFICE AND AGENT

The address of the registered office of the Company in the State of Florida is 547 N.W. 9th Avenue, Suite 9, Ft. Lauderdale, Florida 33311. The name of the registered agent of the Company at such address is Robert Roundtree.

ARTICLE VI

CAPITAL CONTRIBUTIONS

The capital contributions of a member of the Company may be in cash, property or services rendered, or a promissory note or other obligation to contribute cash or property or to perform services. A promise by a member to contribute to the capital of the Company shall not be enforceable unless it is set out in writing and signed by the member. The obligation of a member of the Company to make a contribution may be compromised only by the written consent of all other members of the Company. The operating agreement of the Company may provide that the interest of any member of the Company who fails to make any contribution the member is obligated to make shall be subject to specified penalties for, or specified consequences of, such failure.

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ARTICLE VII

CONTINUATION OF BUSINESS

The members of the Company shall have the right to continue the business of the Company on the death, retirement, resignation, expulsion, bankruptcy or dissolution of any member or the occurrence of any other event that terminates the continued membership of a member in the Company upon the written consent of a majority in interest of remaining members. The operating agreement of the Company may provide for the automatic transfer to another member of a member's interest in the Company upon the death, retirement, resignation, expulsion, bankruptcy or dissolution of such member or the occurrence of any other event that terminates the continued membership of such member in the Company; and, upon such transfer, the transferee of such member's interest in the Company may constitute a member for purposes of determining the interest of the members of the Company.

ARTICLE VIII

ADMISSION OF NEW MEMBERS

No additional members shall be admitted to the Company except with the unanimous written consent of all the members of the Company and upon such terms and conditions as shall be determined by all the members and set forth in the operating agreement of the Company. A member may transfer his, her or its interest in the Company as set forth in the operating agreement of the Company, but the transferee shall have no right to participate in the management of the business and affairs of the Company or become a member unless all the other members of the Company other than the member proposing to dispose of his, her or its interest approve of the proposed transfer by unanimous written consent.

ARTICLE IX

MANAGEMENT

The Company shall be managed by the members in accordance with operating agreement adopted by the members for the management of the business and affairs of the Company. Members shall manage the business of the Company in proportion to capital contributions or otherwise as set forth in the operating agreement of the Company. A Manager, if established as provided in the operating agreement of the Company, will have authority to manage the business of the Company between meetings of the members, as set forth in and subject to the limitations in the operating agreement of the Company, and subject to the limitations in these Articles of Organization. In addition, the day-to-day business of the Company may be managed by a Manager, if established as provided in

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the operating agreement of the Company. Any third party can rely on the authority of the Manager to act on behalf of the Company without limitation unless such third party has actual knowledge to the contrary.

ARTICLE X

OPERATING AGREEMENT

The members of the Company shall adopt an operating agreement for the operation of the Company and define the rights and obligations of the members of the Company. The operating agreement shall be adopted by all then existing members of the Company, and all subsequent members of the Company shall be bound by and subject to the operating agreement. The operating agreement may be amended by a written agreement executed by a majority of the members of the Company, as set forth in the operating agreement. If there is any inconsistency between the operating agreement and these Articles of Organization, the provisions of these Articles of Organization shall control.

ARTICLE XI

CERTAIN PROHIBITED ACTIVITIES

Notwithstanding any provision hereof to the contrary, the following shall govern the Company shall only incur indebtedness in an amount necessary to acquire, operate and maintain the Property. For so long as the lien contained in that certain Mortgage, Security Agreement, Assignment of Rents and Fixture Filing from the Company to Lender (the "Mortgage Lien") exists on all or any portion of the Property, the Company shall not incur, assume, or guaranty any other indebtedness other than the Loan and trade payables relating to the operation of the Property. The Company shall not consolidate or merge with or into any other entity or convey or transfer its Property and assets substantially as an entirety to any entity unless (i) the entity (if other than the Company) formed or surviving such consolidation or merger or that acquired by conveyance or transfer the Property and assets of the Company substantially as an entirety (a) shall be organized and existing under the laws of the United States of America or any State or the District of Columbia, (b) shall include in its organizational documents the same limitations set forth in this Article XI, in Article III, in Article XII, Article XIII, in Article XIV and in Article XV, and (c) shall expressly assume the due and punctual performance of the Company's obligations; and (ii) immediately after giving effect to such transaction, no default or event of default under any agreement to which it is a party shall have been committed by the Company and be continuing. For so long as the Mortgage Lien exists on all or any portion of the property, the Company will not, without the unanimous affirmative vote of all of the members of the Company (i) institute proceedings to have the Company declared or adjudicated bankrupt or insolvent or voluntarily commence a case with respect to itself, as debtor, under the Federal Bankruptcy Code or any similar federal or state statute; (ii) consent to an involuntary petition with respect to itself, as debtor, filed under the Federal Bankruptcy

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conduct and operate its business as presently conducted and operated.

4. The Company shall hold appropriate meetings (or act by unanimous consent) to authorize all appropriate limited liability company actions, and in authorizing such actions, shall observe all limited liability company formalities.
5. It will not enter into any contract or agreement with its member(s), any affiliate of the Company or any constituent party of the Company except upon terms and conditions that are intrinsically fair and substantially similar to those that would be available on an arms-length basis with unrelated third parties.
6. It will not incur any indebtedness, secured or unsecured, direct or indirect, absolute or contingent (including guaranteeing any obligation), other than (i) the indebtedness secured by the Mortgage Lien, and (ii) trade payables or accrued expenses incurred in the ordinary course of the business of operating the Property with trade creditors and in amounts as are normal and reasonable under the circumstances. No indebtedness other than the indebtedness secured by the Mortgage Lien may be secured (subordinate or pari passu) by the Property.
7. It will not make any loans or advances to any third party (including its member(s), any affiliate of the Company or any constituent party of the Company) and shall not acquire obligations or securities of its affiliates.
8. It will remain solvent and will pay its debts and liabilities (including as applicable, shared personnel and overhead expenses) from its assets as the same shall become due.
9. It will do, or have done, all things necessary to observe organizational formalities and preserve its existence.
10. It will maintain all books, records, financial statements and bank accounts separate from those of its member(s), its affiliates and any constituent party and the Company will file its own separate tax returns. It shall maintain its books, records, resolutions and agreements as official records.
11. It will document all asset transfers and all asset transfers will be on terms that are arm's-length and commercially reasonable.
12. It will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including its member(s), any affiliate of the members or any constituent party of

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the Company), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct and operate its business in its own name, shall not identify itself or any of its affiliates as a division or part of the other and shall maintain and utilize a separate telephone number and separate stationery, invoices and checks.

13. It will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations.
14. Neither the Company nor any constituent party will seek or permit the dissolution, winding up, liquidation, consolidation or merger in whole or in part, of the Company, or acquire by purchase or otherwise all or substantially all the business or assets of, or any stock or other evidence of beneficial ownership of, any other person or entity.
15. It will not commingle the funds and other assets of the Company with those of its member(s), any affiliate or constituent party, or any affiliate of any constituent party, or any other person.
16. It will maintain its assets in such a manner that it will not be costly or difficult to segregate, ascertain or identify its individual asset or assets, as the case may be, from those of any affiliate or constituent party, or any affiliate of any constituent party, or any other person.
17. It shall not pledge its assets and will not hold itself, or its credit, out to be responsible for the debts or obligations of any other person.
18. It shall pay any liabilities, including salaries of any employees, out of its own funds, and not out of funds of its member(s) or any affiliate.
19. It shall maintain an arm's-length relationship with its member(s) and any affiliate.
20. It shall maintain separate records and books of account from those of any affiliate.
21. It shall maintain a sufficient number of employees in light of its contemplated business operations.

For purpose of this Article XIII, the following terms shall have the following meanings:

"Affiliate" means any person controlling or controlled by or under common control with the Company including, without limitation (i) any person who has a familial relationship, by blood, marriage or otherwise with any member or employee of the Company, or any affiliate thereof and (ii) any person which receives compensation for administrative, legal or accounting services from the Company, or any affiliate. For

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purposes of this definition, "control" when used with respect to any specified person, means the power to direct the management and policies of such person, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise; and the terms "controlling and "controlled" have meanings correlative to the foregoing.

"Person" means any individual, corporation, partnership, limited liability company, joint venture, association, joint stock company, trust (including any beneficiary thereof), unincorporated organization, or government or any agency or political subdivision thereof.

ARTICLE XIV

DISSOLUTION

Notwithstanding any provision hereof to the contrary, the following shall govern: To the extent permissible under applicable federal and state tax law, the vote of a majority-in-interest of the remaining members is sufficient to continue the life of the Company. If such vote is not obtained, for so long as the Mortgage lien exists on all or any portion of the Property, the Company shall not liquidate the Property without first obtaining approval of the mortgagee holding the Mortgage Lien on the Property. In any event, such holder may continue to exercise all of its rights under the existing security agreement(s) or mortgage(s) until the debt underlying the Mortgage Lien has been paid in full or otherwise completely discharged.

ARTICLE XV

VOTING

Notwithstanding any provision hereof to the contrary, the following shall govern: When acting on matters subject to the vote of the members, notwithstanding that the Company is not then insolvent, all of the members shall take into account the interest of the Company's creditors, as well as those of the members.

ARTICLE XVI

AMENDMENT

The members of the Company shall amend this Articles of Organization when there is a change in the name of the Company, there is a false or erroneous statement herein, there is a change in the time as stated in the Articles of Organization for the dissolution of the Company or the members desire to make a change in any other statement in this Articles of Organization in order for it to accurately represent the agreement between the members. If the Articles of Organization are amended to accurately represent the agreement between members, such amendment shall be adopted by a majority of the membership interest of the members of the Company based upon each member's pro rata

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share of profits and losses of the Company. The execution of an amendment to these Articles of Organization by the members of the Company shall be conclusive evidence that the amendment has been properly authorized by the members.

IN WITNESS WHEREOF, the undersigned Members have made and subscribed to these Amended and Restated Articles of Organization of Omas Investment L.L.C., for the foregoing uses and purposes this 11th day of January 2002.

Yvonne C. Sims
Yvonne C. Sims

Christine T. Sims
Christine T. Sims

STATE OF Michigan
COUNTY OF Kent

The foregoing instrument was acknowledged before me this 11th day of January, 2002, by Yvonne C. Sims, member of OMAS INVESTMENT L.L.C. She or he [] is personally known to me or ☒ has produced Michigan Drivers License # S-520-968-119-927 as identification.

PHYLLIS A. WILTERDINK
Notary Public, Ottawa County, MI
My Commission Expires Aug 11, 2003

NOTARY PUBLIC:

Phyllis A. Wilterdink
Name Phyllis A. Wilterdink
Commission Number: _____
My Commission Expires: Aug. 11, 2003

STATE OF FLORIDA
COUNTY OF Dade

The foregoing instrument was acknowledged before me this 10 day of January, 2002, by Christine T. Sims, member of OMAS INVESTMENT L.L.C. She or he [] is personally known to me or ☒ has produced DRIVER'S LICENSE as identification.



NOTARY PUBLIC:

William L. Thompson, Jr.
Name WILLIAM L. THOMPSON, JR.
Commission Number: _____
My Commission Expires: _____

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